



Commonwealth of Virginia  
Virginia Information Technologies Agency

**IT RESEARCH & ADVISORY SERVICES**

**Optional Use Contract**

Date: May 31, 2007

Contract #: VA-050711-FRI

Authorized User: Commonwealth of Virginia agencies and institutions of higher education,  
Political Bodies

Contractor: Forrester Research Inc.  
2924 Glen Grey Drive  
Richmond, VA 23233

FIN: 04-2797789

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Delivery: Per Statement of Work

FOB: Destination

Term: May 11, 2007 – May 10, 2009

Payment: Net 30 days

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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

CONTRACT #VA-050711-FRI  
EXTRACT CHANGE LOG

[illegible]

**MODIFICATION #1  
TO  
CONTRACT NUMBER VA-050711-FRI  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
FORRESTER RESEARCH, INC.**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Forrester Research, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-050711-FRI (the Agreement), as modified.

In **Exhibit C, #3 Period of Performance** change "The end of the period of performance is reduced/extended from December 31, 2005 to June 30, 2006" to the following "The end of the period of performance is reduced/extended from Month/Day/Year to Month/Day/Year"

In **Exhibits B, C, & D** change "Contract Number VA-031907-FRI" to Contract Number VA-050711-FRI"

These changes are effective immediately.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

FORRESTER RESEARCH, INC.

BY: Ryall M

NAME: Ryan Darrah

TITLE: Corporate Counsel

DATE: 5/25/07

COMMONWEALTH OF VIRGINIA

BY: Gregory Searle

NAME: GREGORY SEARLE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 5-31-07

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# INFORMATION TECHNOLOGY RESEARCH AND ADVISORY SERVICES CONTRACT

THIS INFORMATION TECHNOLOGY RESEARCH AND ADVISORY SERVICES CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia (hereinafter referred to as "VITA" or the "Commonwealth"), and Forrester Research, Inc. ("Supplier") to be effective as of May 11, 2007 ("Effective Date").

## 1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide IT Research and Advisory Services ("Services") to the Authorized Users.

## 2. DEFINITIONS

### A. Acceptance

Acceptance shall take the form of successful performance or delivery of the Services at the designated location, or if contemplated by the applicable order/Statement of Work, completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable order/Statement of Work.

### B. Agent

Any third party independent agent of any Authorized User.

### C. Authorized User

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

### D. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

### E. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

### F. Deliverable

The tangible embodiment of the Services, including the development or creation of Work Product, performed or provided by Supplier as identified in the applicable Statement of Work.

### G. Party

Supplier, VITA, or any Authorized User.

### H. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) and Deliverables described in the applicable documentation, Exhibit A and such other parameters, characteristics, or performance standards for the product that may be agreed upon in writing by the VITA and Supplier or the Parties to an order issued hereunder.



**I. Research Products**

Research reports, scorecards, rankings, product comparisons, spreadsheets, graphics, tables, charts, data, compilations of data, assessment tools, rankings, formulas and algorithms, and, except for the Work Product, other content and material provided to an Authorized User(s) by Supplier.

**J. Service**

Any work performed or service provided, including any Deliverable described in the applicable SOW, by Supplier under this Contract for an Authorized User. Service includes the discovery, creation, or development of Work Product, if any.

**K. Statement of Work (SOW)**

Any document in substantially the form of Exhibit B to this Contract which, upon signing by both Parties to the agreement in accordance with the requirements set forth herein, shall be deemed a part of this Contract, and which describes the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing Services to an Authorized User. Any Statement of Work shall constitute an order.

**L. Supplier**

Includes any individual who is an employee, agent, sub-contractor, or independent contractor of Supplier who is assigned by Supplier to perform Services under this Contract.

**M. Supplier-Owned Products**

Any product owned by Supplier, including, without limitation, (i) any and all works that Supplier has developed prior to or independently of performance of any Services described under this Contract or any order issued hereunder; (ii) materials that Supplier makes generally available to certain of Supplier's customers; (iii) Research Products (as defined above) and any updates or modifications thereto; and (iv) Supplier's research methodology, including without limitation, Supplier's Technographics segmentation model and analysis methodology.

**N. VITA**

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

**O. Warranty Period**

One (1) year from Acceptance of the Deliverable. Warranty period for Services: 90 days.

**P. Work Product**

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship discovered, created, or developed originally and uniquely by Supplier for an Authorized User(s), or jointly by Supplier and an Authorized User(s), in the course of Supplier's performance of this Contract or any order issued hereunder. Work Product shall not include configuration of software. Only Work Product created originally and uniquely for an Authorized User(s) at an Authorized User's request under this Agreement which are not mere modifications or enhancements to Supplier-Owned Products shall be deemed to be Work Product.

**3. TERM AND TERMINATION**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. Subject to the mutual written agreement of VITA and Supplier, this Contract may be extended for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period, thirty (30) days prior to the expiration of any current term. Expiration of the term of the Contract shall not affect any perpetual license granted hereunder. In addition, performance of an order may survive the expiration of the term of this Contract, and all terms and conditions required for the operation of such order shall remain in full force and effect until the Acceptance of all Services pursuant to such order.



VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason. In addition, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs or if Supplier is found to be in violation of 31 USC 1352. Supplier shall submit any contractual dispute to VITA or the terminating Authorized User for resolution according to the terms of the Dispute Resolution Section of this Contract. Upon termination, the Commonwealth shall have no future liability except for Services rendered or Deliverables provided by Supplier prior to the termination date. Termination of this Contract shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has paid all fees for such license. Nor shall termination of this Contract affect any ownership of Work Product by the Commonwealth or any Authorized User pursuant to this Contract, provided the Commonwealth or the Authorized User has made payment for such Work Product.

The terms of this Section shall not apply to termination for non-appropriation of funds.

#### **4. SERVICES**

##### **A. Nature of Services and Engagement**

Supplier is an independent contractor engaged to perform certain Services, including but not limited to advisory and consulting activities on behalf of an Authorized User as set forth in any Statement of Work. Notwithstanding all Authorized User's rights to license or purchase Supplier's products or Services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or Services. This Contract is non-exclusive and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

This Contract is not intended to be or to be used as a staff augmentation contract. Unless otherwise authorized in writing by VITA, no individual employee or contractor of Supplier, whether employed by Supplier or a contractor or subcontractor of Supplier, shall perform more than one thousand (1,000) hours of work for any one Authorized User during any six (6) month period; nor shall any such individual employee or contractor perform Supplier's Services for any one Authorized User for more than eight (8) months in any twelve (12) month period.

##### **B. Subcontractors**

Supplier shall not use subcontractors to perform the Services unless specifically authorized in writing to do so by an Authorized User. Supplier represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. Supplier's use of subcontractors shall not result in an increase in the price, including pricing elements such as travel or additional miscellaneous costs, of any order issued pursuant to this Contract. Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs.

##### **C. Statement of Work (SOW)**

An SOW shall be required for all consulting engagements. All Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit D herein, if applicable (unless otherwise specified in the applicable SOW). If Supplier provides any particular Services pursuant to a Time and Materials type SOW, Supplier personnel providing such Services shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by VITA upon forty-eight (48) hours advance written notice. Any total dollar amounts or not-to-exceed limitations appearing in an SOW shall be considered reasonably accurate estimates. All changes to the Services to be provided must be described in a written change request (template provided as Exhibit C), which includes any appropriate adjustments to the SOW. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. An SOW from an Authorized User may contain additional terms and conditions; however, to the extent that



the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede. In no event shall any SOW or any modification thereto require the Supplier to perform any work beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

An SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract.

An SOW may be written as follows:

#### **1. Time and Materials Type**

A Time and Materials type SOW should be used when the Authorized User's requirements are not sufficiently defined as to allow for a fixed price to be developed. A Time and Materials type SOW shall list the Services to be performed by labor category of personnel, and, for each labor category: a) the number of hours allocated thereto, b) the hourly rate, and c) an extended price. A Time and Materials SOW may also include line item funding for travel, incidentals, and materials, as applicable; however, any such travel, incidental, and material expenditures must be approved in advance by the Authorized User and reimbursement of such pre-approved travel expenses shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/procedures/adminservices/capp/pdffdocs/20335.pdf>, or a successor URL(s)).

A Time and Materials SOW shall contain a Not to Exceed funding limitation. Supplier shall not be obligated to incur costs in excess of such limitation, and the Authorized User shall not be obligated to reimburse Supplier for costs in excess of such limitation.

#### **2. Fixed Price Type**

A Fixed Price type SOW should be used when the Authorized User's requirements can be set forth in sufficient detail as to allow for a fixed price to be developed. A Fixed Price type SOW may include cost-reimbursable line items for such expenses as travel, incidentals, and materials; however, any such travel, incidental, and material expenditures must be approved in advance by the Authorized User and reimbursement of such pre-approved travel expenses shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/procedures/adminservices/capp/pdffdocs/20335.pdf>, or a successor URL(s)). A Fixed Price type SOW should also include Deliverables and a milestone payment schedule associated with such Deliverables.

Any SOW valued at or above US\$50,000 shall be signed and approved by VITA and Supplier prior to Supplier's commencement of work pursuant to such SOW. If an SOW initially valued below US\$50,000 is modified such that the total value of such SOW after modification is at or above US\$50,000, the modification of such SOW must be signed by VITA and Supplier prior to Supplier's commencement of work pursuant to such modification.

In addition, any SOW with a period of performance of six (6) months or longer shall be signed and approved by VITA and Supplier prior to Supplier's commencement of work pursuant to such SOW. If an SOW with an initial period of performance of less than six (6) year is extended such that the period of performance is six (6) months or longer, the extension of the period of performance of such SOW must be signed by VITA and Supplier prior to Supplier's performance of work beyond six (6) months after the start of such period of performance.

#### **D. Performance of Services**

Supplier shall provide personnel qualified to perform the Services required by this Contract and any SOW issued hereunder. If any individual provided by Supplier is unable to perform at an acceptable level within a reasonable length of time, as determined by the ordering Authorized User, such Authorized User shall have the right to request that Supplier immediately remove such individual from performing on the SOW and replace such individual with a more qualified



individual within two (2) days. In addition, for a time and materials type SOW, Authorized User may withhold payment for any hours billed by Supplier for such individual's performance of the Services. Any disputes arising from the foregoing shall be resolved in accordance with the Dispute Resolution section of this Contract.

**E. Authorized User Responsibilities**

Unless otherwise agreed in writing in an SOW, the Authorized User will provide, as required, access to project documentation and to any technical manuals and references during the normal performance of duties. If work is to be performed by Supplier at Authorized User's location, Authorized User shall also provide proper working facilities and consumable supplies commensurate with the task(s) to be performed.

**F. Acceptance**

Service(s) and Deliverables shall be deemed accepted when successfully performed or delivered at the designated location or, if affirmative Acceptance is contemplated by the applicable order/Statement of Work, the Authorized User determines that such Service(s) and Deliverables meet the Requirements or written criteria set forth in the applicable SOW. At a minimum, any applicable Acceptance criteria for Services and Deliverables shall ensure that all of the functionality described in the Requirements set forth in Exhibit A and in the applicable Statement of Work has been delivered to the Authorized User. If applicable, Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the Statement of Work. Should a previously Accepted Deliverable require further modification in order to work properly with any other Deliverable, Supplier shall be responsible for all costs associated with such modification.

If applicable, the Authorized User agrees to commence Acceptance testing within a reasonable time period after receipt of the Service or Deliverable or within such other time period mutually agreed upon by the Parties to the SOW. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing. Any travel expenses not included in the total price of a fixed price type SOW must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing, if applicable.

**G. Cure Period**

If Acceptance testing is applicable (i.e. Acceptance testing is agreed upon in the applicable SOW), Supplier shall correct any non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Service or Deliverable for re-testing within fourteen 14 days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier. If Acceptance testing is applicable (i.e. Acceptance testing is agreed upon in the applicable SOW) and Supplier fails to deliver a Service or Deliverable which meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Service or Deliverable in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Service or Deliverable with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service or Deliverable while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Service or a Deliverable to meet, in all material respects, the specifications and performance standards after the second set of acceptance tests may constitute a default by Supplier. Notwithstanding the foregoing, VITA or the Authorized User shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

**H. Training and Documentation**

Any training or documentation necessary for an Authorized User to have full benefit of the Service shall be deemed excluded from the scope of the SOW unless expressly included.



## **5. OWNERSHIP OF INTELLECTUAL PROPERTY**

### **A. General**

Supplier represents and warrants that it is the sole and exclusive owner, or has the right to use, all Supplier's deliverables, measurement and benchmarking tools, templates, methodologies, questionnaires, Supplier-proprietary research and copyrighted material and Supplier data, including but not limited to Supplier-Owned Products (collectively, "Supplier's Intellectual Property"), that are used in the course of performing consulting Services.

### **B. Work Product**

Supplier may, in the course of performing Services under a Statement of Work, discover, create, or develop Work Product. All Work Product discovered, created or developed under this Contract shall be and remain the sole property of the Commonwealth and its assigns, subject to Section 6 (Use of Research Products and Service Deliverables) below. Except as specifically set forth in writing and signed by both VITA and Supplier, Supplier agrees that the Commonwealth shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product, subject to the restrictions, terms and conditions set forth herein.

If and to the extent that Supplier may, under applicable law, be entitled to claim any ownership interest in the Work Product, Supplier hereby transfers, grants, conveys, assigns and relinquishes exclusively to the Commonwealth any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law, subject to Section 6 (Use of Research Products and Service Deliverables) below. If any moral rights are created, Supplier waives such rights in the Work Product, except with respect to the usage restrictions set forth herein. Supplier further agrees as to the Work Product to assist the Commonwealth, at the Commonwealth's expense, in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to the Work Product, and to that end, Supplier and its employees shall execute all documents for use in applying for and obtaining such patents, copyrights, trade secrets and other rights and protection with respect to such Work Product, as the Commonwealth may reasonable request, together with any assignments thereof to the Commonwealth or entities designated by it. Supplier's and its employees' obligations to assist the Commonwealth in obtaining and enforcing such rights shall continue beyond the termination of this Contract.

The Supplier hereby agrees that, notwithstanding anything else in this Contract, in the event of any breach of this Contract by VITA or any Authorized User, the Supplier's remedy shall not include any right to rescind, otherwise revoke, or invalidate the provisions of this Section, except to the extent that Supplier has not received payment for the agreed-upon portion of the applicable Work Product. Similarly, no termination of the Contract by VITA, or a termination of any Statement of Work by VITA or an Authorized User, shall have the effect of rescinding the provisions of this Section, except to the extent that Supplier has not received payment for the agreed-upon portion of the applicable Work Product.

### **C. Supplier-Owned Products**

Supplier-Owned Products (including Research Products) are the property of Supplier and are protected by U.S. and international copyright law and other intellectual property laws. The Authorized User(s) acknowledge that Supplier-Owned Products are proprietary to Supplier and/or its licensors and comprise: (a) works of original authorship, including compiled content containing Supplier's and/or its licensors' selection, arrangement, coordination, and expression of such content or pre-existing material it has created, gathered, or assembled and (b) information that has been created, developed, and maintained by Supplier or its licensors' at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm Supplier and/or its licensors. The Authorized User(s) shall not commit or permit any act or omission that would impair Supplier's and/or its licensors' proprietary and intellectual property rights in Supplier-Owned Products. Supplier shall retain sole and exclusive ownership of Supplier's Intellectual Property.



## **6. USE OF RESEARCH PRODUCTS AND SERVICE DELIVERABLES**

### **A. Research Products.**

If specified in an applicable SOW, Supplier will grant the ordering Authorized User a license(s) for the number of users specified in the applicable SOW to access the Research Products ("User Licenses") subject to the terms and conditions of this Agreement. Each User License enables access to the licensed Research Products by an Authorized User employee with a user ID and a password validly issued by Supplier and registered under a Supplier Registration Number. A User License is required for each Authorized User employee that has access through the network to the Research Products. Authorized Users are prohibited from providing access to third parties and to any non-licensed employee. Each Authorized User acknowledges that access to the Research Products is limited to the terms and conditions set forth herein and any expansion must be agreed to in writing by Supplier. Each User License entitles its holder (a) to make a single copy of the Research Products for individual archival use; and (b) to make a copy or slide of each scorecard, ranking, product comparison, spreadsheet, graphic, table, or portions of text less than a paragraph long contained in the Research Products for internal presentation purposes only provided the Supplier copyright and Supplier's other proprietary notices are affixed thereto. The Authorized User(s) shall not sell, lease, transfer, sublicense, or otherwise make available or permit access to the Research Products or any portion thereof, to any third party or any non-licensed employee.

Except as permitted herein or by any Supplier license terms which may accompany a Research Product, the Authorized User(s) shall not directly or indirectly copy Research Products in whole or in part without the express written consent of Supplier. The Authorized User(s) shall not decompile, disassemble, electronically transfer, de-encrypt, or reverse engineer the Research Products, or translate the Research Products into another computer language. All of the Authorized Users' rights to use Research Products are expressly stated herein or in the SOW are subject to the further restrictions set forth herein; there are no implied rights, and Supplier reserves all rights not expressly granted to the Authorized User(s). Inquiries regarding permission to copy or use the Research Products in any other manner should be directed to Supplier's marketing department. Contractor will provide contact information.

### **B. Service Deliverables**

Subject to the terms and obligations hereof, Supplier grants each ordering Authorized User a non-exclusive, non-transferable, worldwide, royalty free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any of Supplier's Intellectual Property that is provided to such Authorized User along with or as part of any Deliverables arising from consulting Services ("Service Deliverables"; Research Products licensed pursuant to User Licenses as described above shall not be considered Service Deliverables for purposes of this Agreement) to or for (i) the Authorized User's internal business purposes only, (ii) Authorized User's client agencies within the Commonwealth (for their internal business purposes only), (iii) third parties who have signed appropriate confidentiality agreements in connection with services being provided to the Authorized User, and (iv) governmental or regulatory bodies as required by law or regulation. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Service Deliverables to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract.

All Authorized Users shall utilize Service Deliverables, including any Work Product, provided hereunder for the Commonwealth's internal business purposes only and may only refer to, distribute or quote excerpts from the Service Deliverables, in whole or in part, externally upon Supplier's prior approval and in accordance with Supplier's Citation Policy. However, an Authorized User may make public any Service Deliverables if Service Deliverables are part of a solicitation developed with the consulting Services of the Supplier and such public use is specifically referenced in the applicable SOW.

## **7. BENCHMARKING**

Supplier may, in the course of providing Services pursuant to this Contract, obtain data related to the operations of one or more Authorized Users. Supplier may use such data in its development of



benchmarking products for resale or for use in consulting engagements for the Commonwealth, any Authorized User, or any of Supplier's other customers, provided, however, that Supplier shall take all necessary steps to ensure that the data do not include any identifying characteristics of the Commonwealth or any Authorized User. Notwithstanding the foregoing, an Authorized User shall have the right to restrict, in writing, use of its data by Supplier in benchmarking exercises. This Section shall not apply to or restrict Supplier's use of data obtained outside the course of providing Services pursuant to this Contract.

## **8. SUPPLIER PERSONNEL**

### **C. Selection and Management of Supplier Personnel**

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel provided under this Contract are competent and knowledgeable of the contractual arrangements and the applicable SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees and subcontractors, including all acts and omissions of such employees and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules (provided that such rules have been communicated to Supplier prior to, or at the same time as execution of the relevant SOW), as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User, in its sole discretion, believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

### **D. Supplier Personnel Supervision**

Supplier acknowledges that it shall be and is the sole employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

## **9. GENERAL WARRANTY**

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

### **A. Ownership**

Supplier has the right to provide the Services, including Deliverables, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

### **B. Performance**

- i). Supplier has the requisite skill, knowledge and authority to perform the Services and all Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession;
- ii). The Services shall meet or exceed any applicable Requirements;
- iii). The Services shall be performed in a professional manner;
- iv). Any documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand fully the Deliverables without reference to any other materials or information.

### **C. Limited Warranty Period and Remedy**

During the Warranty Period, Supplier warrants that any Service Deliverables shall conform to the Requirements. Supplier shall use commercially reasonable efforts to correct any failure of Service Deliverables to conform to the Requirements at no additional cost to any Authorized User. If Supplier is unable to make the Service Deliverables conform, in all material respects, to the Requirements within fourteen (14) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of such Service Deliverable and any other related Service Deliverable(s) rendered unusable, and return all monies paid by such



Authorized User for the non-conforming Service Deliverable and such other related Service Deliverable(s) rendered unusable. Supplier warrants that the Services, including Research Products, are based on Supplier's reasonable efforts to compile and analyze the best sources reasonably available to Supplier at any given time and, that any opinions reflect Supplier's judgment at the time and are subject to change.

**D. Malicious Code**

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented feature in any materials delivered electronically or delivered in an electronic format to an Authorized User and that no media contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the information contained thereon.

**E. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED IN RESPECT OF THE SERVICES AND SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION.**

**10. ORDERS AND COMPENSATION**

**A. Request for Quote**

Authorized Users of this Contract, depending on the complexity of services required and/or each supplier's available resources, have the option to select one or more suppliers to provide IT advisory and consulting services. In addition, an Authorized User may determine that a competitive process is required to ensure it receives the best value. In either or both of such circumstances, the Authorized User may, at its sole discretion, use a Request for Quote (RFQ) process to obtain services identical or similar to those provided by Supplier pursuant to this Contract. The process for obtaining a quote from Supplier, or for obtaining quotes from more than one supplier of IT advisory and consulting services will be as follows:

- i). Authorized User will notify Supplier or suppliers of its requirement for services and will document such requirement in a written SOW in a form substantially similar to that in Exhibit B. Authorized User may request a time and materials and/or fixed price quote in response to such SOW. Authorized User shall include in its RFQ a due date for the submission of quotes in response to such RFQ. Should an Authorized User fail to include such due date, quotes shall be due fifteen (15) days after Authorized User's issuance of the RFQ.
- ii). Supplier shall respond to the RFQ by providing a quote, including an estimated total price, and, if requested by the Authorized User, a proposal and documentation of the qualifications of the individual(s) proposed for providing services to the Authorized User. In no event shall Supplier's quote exceed Supplier's Contract pricing. Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall use reasonable efforts to notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ.
- iii). Authorized User will evaluate all quotes received and may, at its sole discretion: a) reject all quotes; b) negotiate with one or more suppliers to reach a satisfactory agreement on such



items as price discounts, specific deliverables, acceptance and testing criteria, total price, controls, and guidelines; and/or c) place an order with one or more suppliers for all or any portion of the services described in the RFQ.

- iv). Prior to issuing an order for services, Authorized User reserves the right to interview each individual proposed by a supplier to perform work on Authorized User's SOW and has the right of refusal, if it is determined, in such Authorized User's sole judgment, that an individual lacks sufficient knowledge or experience to perform the required tasks.
- v). Following issuance of an order for Supplier's Services, Supplier shall make available Key Personnel and Project Managers, if any, at the start of the period of performance identified in the associated SOW.
- vi). Supplier shall not commence work until Authorized User has issued a written order to Supplier. Any cost reimbursable work performed or expenses incurred by Supplier prior to the effective date of the order shall not be billed to or reimbursed by the Authorized User.

#### **B. Order**

Supplier agrees that Authorized Users may place orders through the eVA electronic procurement website portal (<http://www.eva.state.va.us>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions (subject to Supplier's written agreement); however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if the Authorized User notifies Supplier that such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

#### **C. Purchase Price and Price Protection**

Exhibit D sets forth the current fees for the Services specified thereon. Such fees shall not increase for a period of two (2) years from the Effective Date. Thereafter, no increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, not seasonally adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Notwithstanding anything contained herein to the contrary, Supplier may increase any applicable fees for future orders hereunder, and the limitations on fee increases set forth above shall not apply, to the extent required to ensure that such fees are not less than the equivalent price being offered pursuant to any GSA schedule of the Supplier in effect from time to time. Any such change in price shall be submitted to all Authorized Users with whom Supplier has an unexpired SOW in effect in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

#### **D. Invoice and Payment Terms**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-



appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order or Statement of Work, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. Termination for lack of appropriations shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has already paid all fees for such license.

Supplier agrees that the total cost to the Authorized User for the performance of each order shall be within the "Not to Exceed" funding limitation set forth on the order. If applicable, Supplier shall notify the Authorized User in writing when billable amounts reach eighty percent (80%) of the funding limitation, and Supplier's notice shall include an estimate to complete the requirements of the order.

An Authorized User shall not be obligated to reimburse Supplier for costs in excess of the Not to Exceed funding limitation set forth on the order. For time and materials type orders, Supplier shall not be obligated to continue performance of an order or to incur costs in excess of the Not to Exceed funding limitation. In addition, for time and materials type orders, an Authorized User shall not be billed overtime rates in excess of the standard hourly rates identified in Exhibit D hereto, if any.

Supplier is responsible for the accuracy of its billing information. Except as otherwise provided on an SOW, Supplier agrees not to issue invoices hereunder until Services have been performed or milestones have met any applicable Acceptance criteria. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid, except in accordance with a milestone payment schedule. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

If there are any disputed items, the appropriate Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with such Authorized User, provide such Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. All payment terms are net 30 days after Acceptance, if applicable, or otherwise receipt of a valid invoice.

#### **E. Invoice Procedures**

For an order with a period of performance not expected to exceed one (1) month, Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Deliverables or Services have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order, unless otherwise specified in such Statement of Work (as long as permitted by the Code of Virginia). For a time and material type Statement of Work with a period of performance expected to exceed one (1) month, Supplier shall submit invoices to the ordering Authorized User monthly in arrears, unless otherwise specified in such Statement of Work. For a fixed price type Statement of Work, Supplier shall invoice in accordance with the milestone payment schedule, if any, in the applicable order; if such order does not include a milestone payment schedule, Supplier shall invoice after all Deliverables or Services have been accepted by the ordering Authorized User, unless otherwise specified in such Statement of Work.

No invoice shall include any costs other than those identified in Exhibit D or the executed order or Statement of Work referencing this Contract. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit D, or as noted in any executed order or Statement of Work referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Deliverable or Service type, or project milestone, and description
- ii). Quantity, charge and extended pricing for each Deliverable and/or Service item or milestone; or, for a time and materials type order, the name(s) of the assigned employee(s), the hourly rate(s), and the number of hours worked;



- iii). Applicable order date or Statement of Work date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (FEIN).

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

**F. Reimbursement of Expenses**

The appropriate Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts

(<http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf>, or a successor URL(s)). Authorized User will reimburse Supplier for out-of-state travel expenses only if such Authorized User agrees in writing that a specific individual employed by or under contract with Supplier who resides outside of the Commonwealth of Virginia is required for a particular SOW.

All reimbursed expenses will be billed to the Authorized User on a pass through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

This Contract does not provide for reimbursement of any relocation expenses incurred by Supplier.

**G. Supplier's Report of Sales and Industrial Funding Adjustment**

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted is available at <http://www.vita.virginia.gov/procurement/supplierResources.cfm>. The report shall be submitted via electronic mail to the VITA IFA Coordinator and the VITA Controller (contact information provided below), and shall report all invoices submitted by Supplier pursuant to the Contract to all Authorized Users during the preceding month. The report shall also show a cumulative record of all invoices submitted to all Authorized Users pursuant to the Contract.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment shall be submitted in the form of a check or electronic funds disbursement made payable to the Treasurer of Virginia. The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Users. The IFA payment shall reference this Contract number, "report amounts", and "report period".

Supplier shall remit IFA payments made via check to VITA, Attention VITA Controller. Supplier shall also provide a copy of the IFA payment to the VITA IFA Coordinator via email or fax. Failure to comply with reporting and payment requirements of this section may result in default of Contract.

**Contact Information**

VITA Controller 110 South 7th Street, 3rd Floor Richmond, VA 23219-3931 VITAController@vita.virginia.gov	VITA IFA Coordinator 110 South 7th Street, 1st Floor Richmond, VA 23219 804-371-5980 (Phone) 804-371-5969 (Fax)
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**H. Small, Woman, and Minority-Owned Business (SWaM) Subcontracting Report**

By the 10th day of every month, Supplier shall submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report (template available at <http://www.vita.virginia.gov/procurement/supplierResources.cfm>). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to SWaM vendors, by SWaM category, regardless of such SWaM vendors' certification status. Supplier shall submit the report to SWaM@vita.virginia.gov.

**11. COMPETITIVE PRICING**

Supplier warrants and agrees that each of the prices offered to VITA pursuant to this Contract (as specified on Exhibit D) is comparable to the equivalent price being offered pursuant to any currently effective GSA schedule of the Supplier. If Supplier enters into any arrangements with another customer of Supplier to provide Services under more favorable prices than those set forth on Exhibit D, and such arrangements would result in a price reduction pursuant to the Price Reduction clause of Supplier's GSA schedule, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall promptly notify VITA of such change.

**12. CONFIDENTIALITY****A. Treatment and Protection**

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, upon mutual agreement, either Party may disclose the Confidential Information as delivered by the other Party to subcontractors, contractors or agents of such Party that are bound by non-disclosure contracts with such Party. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care). In addition, an Authorized User may determine, in its sole discretion, that Work Product developed by Supplier, or any component of such Work Product, is or contains Confidential Information, and Supplier shall act accordingly to protect such Confidential Information.

**B. Exclusions**

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

**C. Return or Destruction**

Upon the request of the disclosing Party, the receiving Party shall (i) at its own expense, (a) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Party, or (b) upon written request from the disclosing Party, destroy such Confidential Information and provide the disclosing Party with written certification of such destruction, and (ii) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form.



#### **D. Confidentiality Statement**

All Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement with Supplier. Any violation of such statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order issued hereunder.

### **13. LIABILITY AND INDEMNIFICATION**

Supplier agrees to indemnify, defend and hold harmless VITA or any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) personal injury, including death, or property damage, including theft, caused by Supplier's or Supplier's employee's, agent's, or subcontractor's action or inaction, whether as a result of negligence or intentional misconduct, in the course of performance of the Services or (ii) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services or Deliverables. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of any Deliverable that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall promptly notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and seek to secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services or Deliverables, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Services or Deliverables, or any component thereof; or (b) replace or modify such infringing Services or Deliverables, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Deliverable or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Deliverable. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Services or Deliverable, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

**EXCEPT WITH REGARD TO CLAIMS OF INFRINGEMENT, SUPPLIER SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY ANY AUTHORIZED USER ARISING AS A RESULT OF RELIANCE UPON THE SERVICES, INCLUDING WITHOUT LIMITATION THE WORK PRODUCT OR ANY SUPPLIER-OWNED PRODUCTS. EXCEPT WITH REGARD TO CLAIMS FOR PERSONAL INJURY OR INFRINGEMENT, THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS CONTAINED HEREIN, AND THE BREACH OF SECTION 5 (OWNERSHIP OF INTELLECTUAL PROPERTY) OR SECTION 6 (USE OF RESEARCH PRODUCTS AND SERVICE DELIVERABLES), WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, AND**



**EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE WITH RESPECT TO WHICH LIABILITY SHALL BE LIMITED TO US\$1,000,000.00 PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, OR FOR ANY DAMAGES IN EXCESS OF THE AMOUNTS PAYABLE BY THE AUTHORIZED USER(S) TO SUPPLIER HEREUNDER, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.**

#### **14. INSURANCE**

In addition to the insurance coverage required by law as specified in the URL identified in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence.

#### **15. SECURITY COMPLIANCE**

Supplier agrees to comply with all provisions of the relevant Authorized User's then current security procedures as are pertinent to Supplier's operation and have been supplied to Supplier by such Authorized User prior to execution of the relevant SOW and further agrees to comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

#### **16. BANKRUPTCY**

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

#### **17. GENERAL PROVISIONS**

##### **A. Relationship Between VITA and Authorized User and Supplier**

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of



any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

**B. Incorporated Contractual Provisions**

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference:

<http://www.vita.virginia.gov/procurement/documents/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf> are also incorporated by reference.

The terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

**C. Compliance with the Federal Lobbying Act**

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit E hereto.

**D. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

**E. Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.



The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services for which payment has been made hereunder.

**F. Advertising and Use of Proprietary Marks**

Supplier shall not use the name of VITA or any Authorized User's name or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

**G. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

**H. No Waiver**

Any failure to enforce any terms of this Contract shall not constitute a waiver.

**I. Assignment**

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

**J. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

**K. Severability**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

**L. Survival**

The provisions of this Contract regarding Ownership of Intellectual Property, Use of Deliverables, Benchmarking, General Warranty, Confidentiality, Liability and Indemnification, Insurance, and

Security Compliance and the General Provisions shall survive the expiration or termination of this Contract.

**M. Force Majeure**

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

**N. Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA reserves any and all other remedies that may be available at law or in equity.

**O. Right to Audit**

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any Authorized User.

**P. [Intentionally omitted]**

**Q. Contract Administration**

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

**R. Entire Contract**

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Service Requirements
- ii). Exhibit B Statement of Work (SOW) Template
- iii). Exhibit C Change Order Template
- iv). Exhibit D Service Fees
- v). Exhibit E Certification Regarding Lobbying

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, any executed Statement of Work, Exhibit A Service Requirements, Exhibit D Service Fees.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement include any terms and conditions inconsistent with



the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier

By: Ryall M

(Signature)

Name: Ryan Darrah

(Print)

Title: Corporate Counsel

Date: 5/8/07

Address for Notice:

Forrester Research, Inc.

1600 Tysons Blvd.

McLean, VA 22101

Attention: Kevin Lloyd

VITA

By: James T. Roberts

(Signature)

Name: JAMES T. ROBERTS

(Print)

Title: DIRECTOR FINANCE & ADMINISTRATION

Date: 5/11/07

Address for Notice:

1105 9<sup>TH</sup> STREET

RICHMOND VA 23219

Attention: Contract Administrator

## EXHIBIT A – SERVICE REQUIREMENTS

### CONTRACT # VA-050711-FRI BETWEEN VIRGINIA INFORMATION TECHNOLOGIES AGENCY AND FORRESTER RESEARCH, INC.

Exhibit A is hereby incorporated into and made an integral part of VA-050711-FRI (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Forrester Research, Inc. (“Forrester” or “Contractor” or “Supplier”).

In the event of any discrepancy between this Exhibit A and Contract No VA-050711-FRI, the provisions of Contract No. VA-050711-FRI shall control.

This Exhibit A contains descriptions of Supplier’s Services and representations of Supplier with respect to such Services. Supplier shall provide the Services in accordance with the applicable descriptions and representations to any Authorized User which places an order for any such Services, provided that Supplier accepts such order. The questions posed and information requested herein are excerpted from the solicitation as a result of which this Contract was awarded. The responses of Supplier that follow are excerpted from the proposal submitted by Supplier in response to said solicitation.

### Research and Advisory Services

**1. (M) Vendor Independence.** Supplier’s proposal offers offer vendor-independent research and analysis. Specifically, does your company refuse to accept payment for support of technology products and services from other suppliers?

**Yes.** Forrester Research is an independent technology and market research firm. We do not accept payment or support of technology products and services from other suppliers. In fact, in our effort to maintain a completely unbiased and objective view, we have occasionally lost vendor clients who are unhappy with negative Forrester reviews of their products.

**2. Research and Advice Breadth, Depth and Quality.** Provide a list and description of access to extensive current and archived research and advice on significant information technology subject/topics, for example, enterprise architecture, process management, supply chain management, IT management, IT asset management.

All Forrester clients are provided access to extensive current research as well as a 5 year archive of research via Forrester’s website, [www.forrester.com](http://www.forrester.com). Older research is also available upon request. Topics covered include, but are not limited to, Enterprise Architecture, Process Management, Supply Chain Management, IT Management, and IT Asset Management.

**3. Breadth.** Provide a comprehensive list of topics that illustrates the breadth of your research coverage.

#### **Research coverage topics by Technology Vertical:**

##### **Application Development**

Application Architecture

Application Development Processes & Tools

Application Security

##### **Business Intelligence**

[Data Warehousing](#)

## **Computing Systems**

[Client Computing Hardware](#)

[Computer Architectures](#)

[Data Center Management](#)

[Mainframe & Server Platforms](#)

[Peripheral Devices](#)

[Storage](#)

[Systems Management](#)

## **Consumer Devices & Access**

## **Content & Collaboration**

[eLearning](#)

[Enterprise Collaboration](#)

[Enterprise Content Management](#)

[Messaging](#)

[Office Productivity](#)

## **Customer Experience**

[Customer Experience Management](#)

[User Interface Design](#)

## **Enterprise Applications**

[Customer Relationship Management Applications](#)

[Demand Planning](#)

[eCommerce Platforms & Technologies](#)

[Enterprise Resource Planning Applications](#)

[Financial Management Applications](#)

[Human Capital Management Applications](#)

[Procurement](#)

[Product Life-Cycle Management](#)

[Supply Chain Management Applications](#)

## **Enterprise Mobility**

[Enterprise Mobile Devices](#)

[Mobile Application Development](#)

[Mobile Strategy & Policy](#)

## **IT Management**

[CIO Role](#)

[Enterprise Architecture](#)

[Human Capital Management](#)

[IT Communications](#)

[IT Measurements & Metrics](#)

[IT Project Management](#)

[IT Spending & Budgeting](#)

[Management & Organization](#)

[Mergers & Acquisitions](#)

[Risk & Compliance](#)

## **IT Services**

## **Networking**

[Network Infrastructure](#)

[Network Management](#)

[Voice Systems](#)

[Wireless Technologies](#)

## **Portals & Site Technology**

[Information Access](#)

[Portals](#)

**Security**

[Directory Services](#)

[Infrastructure Security](#)

[Regulations & Legislation](#)

[Security Operations\)](#)

**Software Infrastructure**

[Application Platform Technology](#)

[Business Process Management\)](#)

[Data Management](#)

[Integration](#)

[Open Source](#)

[Web Services](#)

**Tech Sector Economics**

**Research coverage topics by Industry Vertical:**

**Consumer Electronics**

**Consumer Products**

[Automotive](#)

[Food & Beverage Manufacturers](#)

**Customer Insight**

**Energy & Utilities**

**Financial Services**

[Corporate Banking](#)

[Financial Services Technologies](#)

[Insurance](#)

[Investments](#)

[Retail Banking](#)

[Retail Credit](#)

[Retail Payments](#)

[SMB Banking](#)

**Government**

**Healthcare & Life Sciences**

[Biotechnology](#)

[Hospitals](#)

[Pharmaceuticals](#)

**High-Tech**

[Computer Hardware Industry](#)

[Computer Software Industry](#)

**Industry Insight**

**Manufacturing**

**Marketing & Advertising**

[Direct Marketing](#)

[Interactive Marketing](#)

**Media & Entertainment**

[Gaming](#)

[Movies](#)



[Music](#)  
[Publishing](#)  
[Radio](#)  
[Television](#)

**Mobile Services**

**Professional Services**

**Retail**

[Apparel](#)  
[Grocers](#)

**Telecommunications**

[Broadband & Remote Access](#)  
[Data Services](#)  
[Telecommunications Billing](#)  
[Voice Services](#)

**Transportation & Logistics**

**Travel**

[Airlines](#)  
[Hotels & Lodging](#)

**4. Depth/Quality.** Provide two research examples that demonstrate the depth and quality of research on a particular topic (preferred is a topic listed in #2).

**See two articles attached (among Appendices):**

1. Why is SOA in Government Hot?
2. Topic Overview: Government Enterprise Architecture

**5. (M) Government relevant research.** Supplier's proposal includes government-relevant research on technical issues related to the proposed solution including research relevant to government policy setting, best practice advice, and technology selection recommendations.

**Yes.** Forrester analysts publish government-relevant and government-specific research in areas such as: Enterprise Architecture, IT Management, Security, Risk & Compliance, Application Development, technology selection recommendations, and many more. Please see the attached articles referenced in #4 as examples.

**6. Research offerings.** Provide a list and description of government-related research offerings. Looking at information technology with government challenges in mind would be especially relevant. Please describe research areas and research approaches that demonstrate government relevance.

**Areas in which Forrester has published government-specific research offerings include:**

Application Architecture  
Application Development  
Application Development Processes & Tools  
Application Platform Technology  
Business Intelligence  
CIO Role  
Computing Systems  
Consumer Devices & Access  
Content & Collaboration

Customer Experience  
Customer Experience Management  
Customer Relationship Management  
Data Center Management  
Data Warehousing  
eLearning  
Enterprise Applications  
Enterprise Architecture  
Enterprise Collaboration  
Enterprise Content Management  
Enterprise Mobile Devices  
Enterprise Mobility  
Enterprise Resource Planning Applications  
Financial Management Applications  
Human Capital Management  
Information Access  
Infrastructure Security  
Integration  
IT Management  
IT Services  
IT Spending & Budgeting  
Mainframe & Server Platforms  
Management & Organization  
Mergers & Acquisitions  
Mobile Application Development  
Mobile Strategy & Policy  
Network Management  
Networking  
Open Source Strategy  
Portals  
Portals & Site Technology  
Procurement  
Product Life-Cycle Management  
Project Management & PMOs  
Regulations & Legislation  
Risk & Compliance  
Security  
Security Operations  
Software Infrastructure  
Supply Chain Management  
Systems Management  
Tech Sector Economics



**\*\*PLEASE NOTE THE RFP DID NOT INCLUDE QUESTIONS #7-8 in this SECTION\*\***

**9. (M) Ability to Share Research.** Team leaders who hold research seats must be able to share, explain, and discuss your research with stakeholders who might not hold research seats.

**Yes.** Team leaders who hold research seats may share, explain, and discuss Forrester's research with stakeholders who might not hold research seats. Please contact your Forrester Account Team should you wish to purchase any reprints of research documents to share on an ongoing basis.

### *Research and Advisory Service Delivery*

**1. Unlimited Research Access.** Does your company provide unlimited access to on-line research to those who have basic service seats? Please describe.

**Yes.** All Forrester clients have unlimited access to written research via [www.forrester.com](http://www.forrester.com). All of Forrester's research is made available via the website the day it is published.

**2. Website Printing.** Does your company enable printer-friendly printing of research documents from the website? Please describe.

**Yes.** All research documents can be converted to Printer-friendly HTML and/ or PDF via a one-click link in the toolbar.

**3. Daily Updates.** Does your company provide daily information technology news updates via email or on the company website? Please describe.

**Yes.** Forrester publishes *Quick Take* reports which give a concise point of view about a news story or significant market event. Frequently, a big IT news item would catalyze a Forrester *Quick Take* publication, in which case a related article would be published and available via the website and/ or via email.

**\*\*PLEASE NOTE THE RFP DID NOT INCLUDE QUESTION #4 in this SECTION\*\***

**5. Audio Updates.** Does your company provide periodic audio research updates that could be downloaded to an MP3 or other media? Please describe.

**Yes.** Forrester provides daily, analyst-led teleconferences on a variety of research topics. All of these teleconference presentations are available for clients to download to MP3 format and/ or WebEx (audio and slide presentation) shortly after their completion.

**6. Audio/Video Updates.** Does your company provide periodic audio/video updates that could be downloaded to an MP4 player or other media?

**Yes.** Forrester provides daily, analyst-led teleconferences on a variety of research topics. All of these teleconference presentations are available for clients to download to WebEx (audio and slide presentation) shortly after their completion.

Forrester also leads many Conferences and Events throughout the year. Clients and attendees can download video of these presentations and speeches from these conferences and events.

**7. Searching.** Does your company provide multiple aids to searching for research including word searching and directory-type searching? Please describe.

**Yes.** The Research search engine on [www.forrester.com](http://www.forrester.com) provides the ability to search in a variety of ways. Clients can search in Technology or Industry directories. It is also possible to search directories by analyst (author) or "Hot Topics". Text/ word searching is available at all times.

**8. Boolean-type Logic for Searching.** Does your company provide Boolean-type searching capabilities as part of advanced searching (i.e., includes search using a combination of phrases, clarifying with parentheses, and use of "and," "or," and "not" operators.) If so, please describe.

**Yes.** Forrester provides text searching and word searching via our online search engine. Our advanced search includes Boolean-type Logic among other search capabilities.

**9. Subscriber Tailored Updates.** Does your company provide periodic updates that are specifically tailored to a subscriber's interests and preferences? For example, providing weekly notification by email of new articles on mainframes at the request of a subscriber. If so, please describe.

**Yes.** All subscribers can set up research alerts specifically tailored to their interests and preferences. Users can set up as many or as few of these alerts as they choose. Notification can be provided via weekly email updates that will include links all new research articles of interest as well as a short executive summary of each. These updates can be tailored to a variety of specifics defined by the user and can be sent at intervals determined by the user. Alerts/ updates can also be set up such that they appear on [www.forrester.com](http://www.forrester.com) whenever that particular user logs on (ie no email updates).

**10. Customization.** Does your company provide individual customer customization of their experience on their website? If so, please describe.

**Yes.** Users have the ability to customize their experience of the Forrester website. Research alerts, and bookmarks can be set up to provide users with customized views of the website, tailored to their own areas of interest. Users can also set up customized research "briefcases" to store related research articles as they please.

**11. Resource Bookmarking.** Does your company enable client bookmarking of website library resources? If so, please describe.

**Yes.** Clients can set up bookmarks to their preferences. These can be set up on the main page of [www.forrester.com](http://www.forrester.com) under the "Research Bookmarks" link. When viewing a research article, users also have the ability to create a bookmark, using a "Bookmark This Page" link in the toolbar.

**12. Alerts.** Does your company provided alerts when new content is posted? If so, please describe.

**Yes.** The home page on [www.forrester.com](http://www.forrester.com) has a "Latest Research" display with links to our most recently published articles. Clients can also set up customized alerts on any (or all) topics of interest that can appear online and/ or be emailed to the user.

**13. Customer Specified Alerts.** Does your company provide regular email or other notifications of trends and items of interest customized to customer interest? If so, please describe.

**Yes.** Clients can set up customized alerts on topics of interest that will be delivered via email. Clients can choose to receive weekly, monthly, or quarterly email alerts on a variety of topics or an email alert with executive summaries of **all** research published by Forrester in the previous week.



**14. Intranet Posting of Research.** Does your company permit the posting of downloaded research selections on an intranet area for use by a government policy or standards workgroup? If so, please specify.

**No.** Our license agreement precludes our clients from posting Forrester documents on intranet areas unless express permission has been granted by Forrester. This excludes clients with enterprise licenses, who have the ability to share research internally.

**15. Retiring Publications.** Does your company have a standard method for retiring publications? If so, please describe.

**Yes.** Forrester's online research library contains all current articles and an archive of all articles published in the past 5 years. Research published greater than 5 years ago no longer appears on the site but can be provided to clients by request.

**16. Updating Content.** Does your company have an established methodology for updating content within the major technology topic areas covered? If so, please describe.

**Yes.** Forrester Wave (our take/ evaluation of a particular technology market) are updated every 12 to 18 months.

When a major event occurs in any particular technology topic area covered by Forrester, analysts publish a research document within 48 hours. In addition to these scheduled updates, Forrester analysts publish research on a daily basis.

**17. Publication Examples.** Please provide as an example your two best articles or publications on the topic of protecting mobile or portable computing device content, which your company offered and made available to your subscribers in each of the last two years prior to November 1, 2006. (This request is for a total of four articles, two from each year). Alternatively, please provide representative articles on the relevant subject matter of your choice.

**Executive summaries of relevant articles (full research articles attached among Appendices):**

**Mobile Device Security In 2006, February 14, 2006**

<http://www.forrester.com/Research/Document/0,7211,38981,00.html>

More than half of European and North American companies have adopted some type of mobile application — as a result, firms must address mobile device security. Handhelds and smartphones are used for email, calendar, contact management, and line-of-business applications like sales force automation. Many firms do not have adequate control of the devices; few firms even know what devices exist and what information is on them. Forrester believes that 2006 will bring a number of headline security incidents involving mobile devices. The increased risk of information theft and malicious code affecting mobile devices will demand immediate attention from IT security managers. Organizations must include mobile security in overall IT security policies, educate users about the security risks, and implement active countermeasures.

**Client Security: A Framework For Protection, June 19, 2006**

<http://www.forrester.com/Research/Document/0,7211,38873,00.html>

Firms' current approach to client security isn't working — and they know it. Why? Because their users are increasingly mobile and can easily bypass the network perimeter, which exposes the core to malicious code and information theft. Consequently, organizations must lock down their devices and data. However, companies can't operate efficiently with computing environments that resemble data prisons. Therefore,

security managers need to shed the old processes that are based purely on protection from malicious code. By establishing risk profiles that focus on three aspects — users, data, and devices — firms can take the guessing out of securing their client systems.

**Protecting Against Wireless Threats**, December 7, 2004

<http://www.forrester.com/Research/Document/0,7211,35820,00.html>

All wireless intrusion prevention system (IPS) vendors claim that their solutions offer comprehensive intrusion prevention. The truth? Each vendor defines wireless IPS differently. Thus, the vendors' products differ in design, attack detection method, and how they deal with attackers. Moreover, one size does not fit all. For example, the best product for a downtown office could be overkill for a suburban campus.

**Managing And Securing Mobile Devices**, August 12, 2004

<http://www.forrester.com/Research/Document/0,7211,35166,00.html>

As the use of handheld devices in the enterprise continues to expand, organizations will need to manage the devices to control costs and limit security risks. Where a limited support policy was appropriate two years ago, IT must now take on a much more active role in provisioning, supporting, and managing mobile devices. Because many employees use their own devices to store company information or otherwise ignore company mobile usage policies, companies often don't have control of the devices, what information is stored on them, or how the information is protected. Unmanaged mobile devices represent one of the most serious and often overlooked security threats to the enterprise. As several incidents over the past year demonstrate, the risk of information loss or theft from laptops, PDAs, phones, converged devices, and tablets is increasing rapidly. Organizations should balance the growing requirement for mobility with sensible policies on mobile usage and security, along with technology to enforce the policies. While more organizations have mobile policies than two years ago, comparatively few companies have invested in technology to manage and protect the devices.

**18. Audience-focused Content.** Does your company tailor information to specific audiences using one or several methods (e.g., newsletters, reports, summaries, target audience synopses, etc.) and provide the information on a regular basis? If so, please describe the audiences addressed, the methods used, and the frequency.

**Yes.** All research articles have a "target audience" defined. Please see any of the attached research articles provided in Appendices for an example.

Clients are also able to customize their deliverables in the form of email updates, newsletter subscriptions, and executive summaries such that they are tailored to the individual's preferences. Also, clients who are Council members have additional information and research delivered that is exclusively prepared for and specifically tailored to their Council group.

**19. Appropriate Ongoing Levels of Effort.** Does your company plan to continue research and analysis efforts in the same areas and produce research and analysis products at the same or greater levels of output in the next year as in the year past? (This assumes that the topic continues to be relevant.). If so, please describe the current and anticipated level of effort.



**Yes.** Forrester analysts maintain and update all relevant research throughout the year as they see fit. Any new development in their area of expertise would warrant an update (often published through a *Quick Take* article), if not a new research article altogether.

Forrester Waves — our call on a particular market or technology — are published on anywhere from 80 to 100 vendor products or services annually. In addition to releasing new research publications, Forrester analysts updated WAVE evaluations annually.

Forrester's analyst team has expanded strategically in 2006 such that Forrester may not only continue to produce research and analysis equivalent to 2006, but also surpass our 2006 outputs in both quality and quantity of research.

**20. Feedback.** Does your company have customer feedback (e.g., survey results) available for review on an ongoing basis? If so, please provide a sample.

**Yes.** Forrester delivers Customer Satisfaction Surveys twice a year to a random sample of all clients. If necessary, Forrester can also perform account specific customer satisfaction surveys with the State of Virginia user population.

In addition, the Forrester Account Manager will conduct a Partnership Review twice a year. Partnership Reviews quantify in greater detail the frequency the client has been engaged in Readership, Inquiry, Advisory, and Teleconferences.

All research articles also include a feedback survey, available for response at the readers' discretion.

**21. Research Topic Continued Accessibility.** Does your company provide continued access to research within a topic area from year to year (with same depth and breadth)? For example, in year one a company provides access to all articles on wireless and in year two, the company divides articles into wireless use and wireless future trends but charges extra for the trend information. Please describe your policies regarding continued access to the same content.

**Yes.** Client access to research within a topic area from year to year would include the same breadth and depth of access unless the client was to upgrade or downgrade their membership level. Assuming the same investment in year two, the client will be provided the identical level of access as year one.

**22. Variety in Service Delivery Methods.** Does your company provide a wide range of service delivery methods? Examples include, printed reports, formal publications, white papers, toll free (800, etc.) telephone access to analysts, RSS feeds, email subscription services, member research preferences notification services, blogs, audio/video presentations, etc. Please note all available service delivery methods and describe any methods available that might improve accessibility by handicapped individuals.

**Yes.** Forrester provides a wide range of service delivery methods.

- All published research is available online via [www.forrester.com](http://www.forrester.com)
- All research articles can be requested in hard-copy. Additionally, all online research can be converted to PDF or printer-friendly HTML for printing.

- Clients can receive customized **research updates** via email or RSS feed.
- **Forrester Teleconferences** are available to download to MP3 format soon after their completion. Clients can also access audio/ WebEx presentation of archived teleconferences.

**23. Research Analyst Phone Services.** Does your company provide access to information technology research analysts/experts by phone on subjects/topics you cover? This service would provide answers to brief phone questions regarding a specific issue or topic. If so, please describe.

**Yes.** Forrester provides access to analysts/ experts by phone in the following manner:

- Clients have access to Forrester analysts through **Analyst Inquiries** via phone and/ or email. Inquiries are designed to be ½ hour phone calls during which analysts would provide answers to client questions related to subjects/ topics we cover.
- Forrester provides client access to **Teleconferences**. Teleconferences are live, interactive, hourlong audioconferences incorporating a simultaneous WebEx slide presentation by a Forrester analyst, followed by an open forum for questions and discussion.

**24. Consultant Services.** Does your company provide consulting included in its basic research and advisory service? If so, please describe the consultant expertise and the amount of service. Also indicate if on site or by telecommunications.

**Yes.** Clients can purchase Service Units (Forrester currency) that can be used towards consulting projects throughout the client's contract term. Separate Statements of Work can be drafted for a la carte consulting engagements.

Forrester analysts provide our consulting expertise in addition to publishing research. The typical Forrester analyst has a minimum of 15 years of tenure in an industry prior to joining us. Forrester analysts already have a deep understanding of their areas of expertise and will not need "ramp time" to acclimate themselves to your issue or industry. This enables Forrester to provide quick, focused, more efficient consulting engagements.

- Forrester offers both high-level structured consulting engagements and smaller, more tactical engagements that can be a couple of hours or days on a narrower topic. Forrester's strategic advisors and analysts can offer advice in a wide range of areas. Our strongest practice areas include:
  - Effective use of Technology
  - Innovation and Organizational Design
  - Supply and Demand Networks
  - IT Sourcing
  - Customer Experience Consulting
  - Currently involved in an IT Roadmap Project



Forrester consulting engagements can be provided either on site or via telecommunications.

**25. Events.** Does your company provide events that are part of the basic research and advisory service (no additional cost to participants)? Examples might include webinars, peer group discussions by phone and Internet, or conference type events.

**Yes.** Forrester provides all Member level clients with a free ticket to an event of their choice annually, and Forrester will provide VITA with an additional 10 free tickets for use during the first year of the Contract. In addition, Council level members receive free attendance at specialized Events throughout the year.

- Forrester hosts numerous **Events** throughout the year. Expert speakers provide integrated in-depth analysis and winning strategies around a central Forum theme. Attendees are afforded the opportunity to: Connect with peers, meet industry leaders. Get Informed, learn best practices from the experts. Talk 1:1 with our analysts, get answers to your needs.
- Similar to **Events**, Forrester delivers advice and expertise through **Boot Camps**. Forrester's Boot Camp sessions equip you with a skill set that will help you meet your job challenges. These one- or two-day Events are developed and led by Forrester analysts and draw on their research to bring you best practices and analytical insights to help you succeed. Attendees benefit from: learning new skills, and tools to fit everyday needs. Receiving expert advice on business challenges. Meeting peers in focused and working sessions.

**26. Telecommunications Services.** Does your company provide the needed telecommunications and software for distance consultation services? For example, do you have audio teleconferencing capabilities?

**Yes.** Forrester regularly provides client consulting projects and other interactions via telecommunications. Among other capabilities, Forrester communicates with clients via teleconferencing bridges and WebEx presentations on a daily basis.

## B. Research Analyst Document Review Services.

**1. Does** your company provide quick turn-around reviews of policy, standard, strategic plan, or other information technology documents prepared by government groups? If so, please describe.

**Yes.** Forrester clients can engage analysts with specific expertise in the particular technology in question to enable quick turn-around of reviews of policy, standard, strategic plan, or other information technology documents. Forrester analysts typically have a minimum of 15 years of industry expertise prior to joining Forrester. Thus, by engaging the appropriate analyst, the aforementioned engagements can be turned around quickly. The analyst(s) involved have are thought leaders and industry experts such that ramp time would be minimal for a review and could be turned around quickly.

**2. Focused Consulting on a Single Issue or Topic Services.** Does your company offer information technology topic or issue consulting services either on site or by using audio or audio/video telecommunications facilities or webinars? For example, you may offer hourly consulting for a maximum of two hours with one week notice. If so, please describe.

**Yes.** All Forrester analysts are available for consulting engagements either on site or by using telecommunications facilities or webinars. Engagement length is negotiable and based on the scope of the project. A typical Forrester consulting engagement would be defined in a specific SOW.

**3. State or Local Government Expertise.** Does your company offer analysts and consultants who have expertise in state and local government settings and who provide decision support consultations? If so, please describe.

**Yes.** A number of Forrester analysts offer a broad range of expertise in the state and local government settings. All of these analysts are available for consulting engagements. Some of Forrester's prominent analysts with government-specific expertise include:

**Gene Leganza, Vice President** - Gene leads a group of researchers who analyze best practices in the use of business technology in federal, provincial/state, and local governments. Prior to this role, Gene covered IT management issues and was Forrester's lead analyst for enterprise architecture programs in both the public and private sectors.

**R. "Ray" Wang, Principal Analyst** - Ray analyzes trends in ERP for the enterprise and midmarket. He also delivers strategic guidance in software licensing and pricing, researches business processes such as the order management cycle and continuous customer management, and assesses functional areas such as customer data integration and the impact of SOA on packaged applications. With this understanding of the overall ecosystem of solutions, technology, and system integrators, Ray provides strategy and guidance for many clients navigating through the vendor selection process.



**Lewis Cardin, Senior Analyst** - Lewis is a senior analyst, covering best practices in the use of business technology in federal, provincial/ state, and local governments. His research is focused on IT strategy and management issues, concentrating on IT organizational development. His research covers IT governance, shared services, portfolio and program management, and value realization.

**Alan Webber, Senior Analyst** - Alan is a senior analyst focusing on the linkage between improving business results and enriching customer experience in the B2B and eGovernment spaces. Alan's research delves into the experience aspects of the B2B and eGovernment relationships, including creating great multichannel customer experiences, understanding what makes B2B and eGovernment relationships different, branding the B2B and eGovernment experience, maximizing Web organizational functionality, applying user-centered design, usability best practices, and Web information architectures.

With more than 14 years of business and government management and technology experience, Alan works with commercial and government clients around the globe on the linked outcomes of deriving increased value for customers and citizens and superior business results for businesses and government agencies through an enhanced customer experience.

Alan is quoted regularly in numerous business and trade publications, including *BusinessWeek*, *The Washington Post*, *Government Computer News*, *Congressional Quarterly*, *CIO Today*, *Government Technology*, and *French CIO Magazine*, and he is a frequently requested speaker on a variety of business and technology topics.

## C. Event Services

**Events.** Does your company offer opportunities for interacting with peers at company sponsored technology events such as conferences, seminars, hosted teleconference meetings, webinars, or similar events? Please provide a description of events. Please provide samples of content of 2 of your most popular seminars.

**Yes.** Forrester hosts a variety of events throughout the year that offer opportunities to interact with peers.

Forrester hosts numerous **Events** throughout the year. Expert speakers provide integrated in-depth analysis and winning strategies around a central Forum theme. Attendees are afforded the opportunity to: Connect with peers, meet industry leaders. Get Informed, learn best practices from the experts. Talk 1:1 with our analysts, get answers to your needs.

### **Some of Our Most Popular Events include:**

#### **1) Forrester's IT Forum: Gigaworld**

-2006 Event Forum took place in Las Vegas, NV from April 3<sup>rd</sup> – 6<sup>th</sup>, 2006

-2007 Forum Scheduled for May 15<sup>th</sup> – 18<sup>th</sup>, 2007 in Nashville, TN

#### **2006 Forum Overview:**

The most successful global enterprises have flexible business models — and flexible IT to support them. Business requirements, when captured as business metadata, translate more directly and flexibly into the IT applications and IT infrastructure necessary to run your business in the digital age. Forrester's IT Forum 2006 will show you how to build your digital business with innovative technologies and IT management practices that drive innovation, efficiency, and, ultimately, top-line growth.

Forrester's IT Forum 2006 is more than an industry conference; it's a critical investment in your organization's future. If you are an IT professional or business executive charged with choosing and implementing technologies to gain and maintain a competitive advantage, you must attend Forrester's IT Forum 2006.

#### **Breakout Tracks included:**

- The Future of IT
- Digital Business Architecture
- Experience-Based Differentiation
- Information Workplace
- IT Management
- Computing Systems
- Application Development
- Communications Transformation
- Security

#### **2) Technology Leadership Forum**



- 2006 Forum took place in Scottsdale, AZ from September 18<sup>th</sup>-20<sup>th</sup>, 2006
- 2007 Forum Scheduled for September 25<sup>th</sup>-26<sup>th</sup>, 2007 in Carlsbad, CA

## 2006 Forum Overview:

The notion of IT as a discrete business unit is dead. Chief information officers no longer run tidy, self-contained operations — they lead ecosystems. Although the technology leader's objective to make or save money through the use of information technology is simple, getting there requires juggling many relationships. These interactions include links to technology suppliers, business stakeholders, and ultimately, the end users. While these groups have always influenced IT, companies' increased investment in technology, coupled with the maturation of technology, have raised expectations. We are entering an environment at once more stable yet more complex to manage.

### **Consider the relationship challenges facing today's technology leaders:**

**Business stakeholders.** The lines between technology and "the business" continue to blur, an effect of the maniacal focus on business outcomes instead of technology inputs. This shifts the scope of information technology further toward business process and away from the domain of traditional IT shops. Forrester's own data shows that two-thirds of CIOs feel that business leaders outside of IT will have even more control over IT in the future.

**Technology suppliers.** Companies more than ever demand industrial-strength IT services, where the benefits of global delivery are realized from more than just application software. As a result, the infrastructures of service providers begin to look more appealing. But while CIOs want to ease their vendor management burden, they also want the benefits and lower risk of multisourced, best-of-breed environments. The role and makeup of vendors in the ecosystem change as well, as they consolidate and search for new means of differentiation.

**End customers and users.** Companies cannot afford to only look inward for technology-enabled innovation; instead, they must expand their search across an ecosystem of partners, including end users and customers. Open source projects and open technology communities are just two new options for technology leaders to consider. Meanwhile, an increasingly mobile workforce and a network of devices expands the ecosystem beyond just people.

Forrester's Technology Leadership Forum 2006 examines the dynamic changes facing our industry and presents innovative strategies, methods, and tools that will help you lead and prosper in your own IT ecosystem.

### **Breakout Tracks included:**

- Software and Integration
- Infrastructure and Mobility
- Managing Ecosystem Relationships

### **3) Services and Sourcing Forum**

-2007 Forum will be held November 7<sup>th</sup>-8<sup>th</sup>, 2007: Location TBD

### **4) Security Forum**

-2006 Forum took place in Atlanta, GA from September 7<sup>th</sup> – 8<sup>th</sup>, 2006

-2007 Forum will be held Fall/ Winter 2007, Location TBD

Similar to **Events**, Forrester delivers advice and expertise through **Boot Camps**. Forrester's Boot Camp sessions equip you with a skill set that will help you meet your

job challenges. These one- or two-day Events are developed and led by Forrester analysts and draw on their research to bring you best practices and analytical insights to help you succeed. Attendees benefit from: learning new skills, and tools to fit everyday need, receiving expert advice on business challenges, meeting peers in focused and working sessions.

Forrester also provides client access to **Teleconferences**. Teleconferences are live, interactive, hourlong audioconferences incorporating a simultaneous WebEx slide presentation by a Forrester analyst, followed by an open forum for questions and discussion.

Upcoming **teleconferences** include:

-*Introducing the Enterprise Software Licensee Bill of Rights* – Jan. 17<sup>th</sup>

-*10 Innovative Companies Changing eCommerce* – Jan. 18<sup>th</sup>

-*Comparing Your IT Shop To Others — Benchmark The Right Way To Gain Useful Insights* – Jan. 24<sup>th</sup>

-*Building Your Privacy Program* – Jan. 26<sup>th</sup>

-*Application Upgrades — When And Why* – Feb. 2<sup>nd</sup>

## 18. FORRESTER LEADERSHIP BOARDS

Forrester's Leadership Boards are an exclusive offer for select executives at government organizations and large companies worldwide.

Its charter is to help business leaders manage complex demands, identify areas of opportunity and stay ahead of the curve. It combines member-directed research, benchmark data, best practices, and peer-to-peer networking. Councils are in place to support executives in IT and Marketing organizations.

Each group is designed to create peer-networking communities that help executives advance personal and corporate knowledge and improve decision-making. These Councils allow executives with similar job functions to interact and connect in person and through Analyst-facilitated conference calls, providing a sounding-board for critical decisions. The job function-related Councils are designed to help make Council Members as effective in their jobs as possible.

Forrester currently hosts several IT and Marketing Councils:

Marketing	IT
Chief Marketing Officer Council	Chief Information Officer Council
Database Marketing Council	Enterprise Architecture Council
Interactive Marketing Council	Application Development Council
	Security Council and IT Operations Council

Each Council provides primary research produced exclusively for Forrester Councils and leverages the experience and vertical expertise of all the additional resources offered by the combined Forrester analyst community.



Membership benefits and deliverables include:

- **Relationship Team:** As a Council member, you have exclusive access to the Relationship Team, who will build a profile of your organization and the key issues that challenge you. The Relationship Team uses its resources with industry leaders, analysts and other members, to share relevant information and advice, as well as proactively investigate other issues that impact your organization.
- **Benchmarks:** Prepared three times per year, these 15 to 20-page illustrated reports highlight IT spending plans, technology adoption and purchase data, and data on organizational priorities and management practices.
- **Meetings:** These premier, intimate events feature our analysts and thought leaders discussing industry issues, challenges and solutions. Sessions are designed to facilitate an active exchange of insights and ideas among the members.
- **CouncilTels:** These audio conferences include a presentation on member-related issues by our analysts, followed by an open forum for questions and discussion.
- **Executive Summaries:** A series of e-mails captures key senior-level research reports that are relevant to your areas of interest. Research is based on member inquiries, analyst collaborations, industry issues, and market events.

**Events with Broad Peer Group Coverage.** Does your company offer events that would provide peer interaction to a variety of peer groups? If so, please indicate typical peer group types (e.g., developers, storage personnel, architects, hardware personnel, governance personnel, etc.)

**Yes.** See previous answer.

**EXHIBIT B – STATEMENT OF WORK TEMPLATE**  
**EXHIBIT B**  
**CONTRACT NUMBER VA-050711-FRI**  
**BETWEEN**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**  
**AND**  
**FORRESTER RESEARCH, INC.**

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-050711-FRI ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Forrester Research, Inc. ("Supplier").

In the event of any discrepancy between this Exhibit B-X and Contract No. VA-050711-FRI, the provisions of Contract No. VA-050711-FRI shall control.

[Note: Instructions for using this template to draft a Statement of Work are in gray. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project. Text that is highlighted in green is deemed non-negotiable and may not be modified by the Authorized User without VITA's consent.]

**STATEMENT OF WORK**

This Time and Materials/Fixed Price Statement of Work is issued by VITA on behalf of Authorized User, hereinafter referred to as "Authorized User". The objective of the project described in this Statement of Work is for the Supplier to provide the Authorized User with [describe the services] services ("Services").

**1. PROJECT SCOPE AND REQUIREMENTS**

Provide information on the scope of the project and the Authorized User's requirements for this particular engagement including:

- vi). general description of the Services
- vii). project boundaries
- viii). Authorized User-specific requirements
- ix). special considerations for implementing technology at Authorized User's location(s)
- x). other characteristics of this project that must be addressed to insure the success of the engagement

**2. ADDITIONAL CONTRACT SERVICES TO SUPPORT THE REQUIREMENTS**

**A. Training and Knowledge Transfer**

Provide an overview of training services to be provided to the Authorized User and any special requirements for specific knowledge transfer to support the Authorized User's successful utilization of Service Deliverables.



## B. Support

Document the level of support, as available under the Contract, required by the Authorized User to utilize the Service Deliverables. This may include conversion support, legacy system integration, transition assistance, or other specialized consulting.

### 3. PROJECT EVENTS AND TASKS

Provide a high-level overview of project events and tasks to be accomplished to perform the required Services.

### 4. PERIOD OF PERFORMANCE

The period of performance for Services shall be [start date] to [end date] and may be extended, pursuant to and unless otherwise specified in the Contract.

### 5. PLACE OF PERFORMANCE

Tasks associated with this engagement will be performed at the Authorized User's location(s) in [redacted], Virginia, at Supplier's location(s) in [Wherever], or other locations as required by the effort.

### 6. [FOR FIXED PRICE SOW] MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Deliverable	Schedule	Payment	Retainage	Net Payment

The total price for Services shall not exceed \$US XXX (Not to Exceed funding limitation).

Required Deliverables are as follows: [Provide a description of all Deliverables for this engagement per statement of work.]

In addition, Supplier will provide copies of any briefing materials, presentations, or other information developed to support this engagement.

All provisions of the Contract regarding Work Product shall apply to this Statement of Work.

If travel expenses are not included in the fixed price of the Services, such expenses shall be pre-approved by the Authorized User and shall be reimbursed in accordance with the then-current Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf>).

### 7. [FOR TIME AND MATERIALS SOW] LABOR CATEGORIES, HOURS, RATES, AND SOW PRICE

The following table identifies the labor categories, hourly rates, not-to-exceed (NTE) number of hours, and not-to-exceed (NTE) extended price.

Labor Category	Hourly Rate (\$)	NTE # of Hours	NTE Price (\$)

This SOW provides/does not provide for flexibility to move dollars and hours among all labor categories identified above.

The total price for Services shall not exceed \$US xxx.xx (NTE funding limitation).

Supplier will provide copies of any briefing materials, presentations, or other information developed to support this engagement.

All provisions of the Contract regarding Work Product shall apply to this Statement of Work

All travel expenses must be pre-approved by the Authorized User and shall be reimbursed in accordance with the then-current Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf>).

## 8. TESTING AND ACCEPTANCE

### A. User Acceptance Test Plan

Acceptance Criteria for Deliverables, if any, will be based on the Requirements set forth in Contract Exhibit A and Section 1 of this Statement of Work. If mutually agreed by the Parties, Supplier shall design a written User Acceptance Test (UAT) Plan, acceptable to the Authorized User, which will ensure that all of the functionality required for the Deliverables been delivered. Supplier will provide the Authorized User with a detailed Acceptance check-list based on the Requirements. The UAT Plan, if any, including the Acceptance check-list, will be incorporated as Attachment 1 to this Exhibit B.

### B. Review / Testing of Deliverables

Following delivery / performance / completion of each Deliverable, on-site review/testing shall be conducted in accordance with the Acceptance test provisions of the Contract and the UAT Plan, if applicable. The Authorized User shall provide Supplier with reasonable access to its premises, proper environmental and site conditions, any required test data in proper format, and the cooperation of its staff and any other contractors to assist Supplier during testing of the Deliverable.

### C. Deliverable Acceptance Receipt

If Acceptance testing is applicable, each Deliverable provided by Supplier under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This document will describe the Deliverable and provide the Authorized User's Project Manager with space to indicate if the Deliverable is accepted, rejected, or partially accepted. For partially accepted Deliverables, the Authorized User's Project Manager shall list on the Deliverable Acceptance Receipt any deficiencies that must be corrected in order for the Deliverable to be accepted by the Project Manager. The Project Manager will have five (5) days, or such longer period as mutually agreed to by the Supplier and the Authorized User in advance, from the completion of review/testing to provide Supplier with the signed Acceptance Receipt. If no material variances from the Requirements are identified within such time period, the Deliverable shall be deemed accepted by the Authorized User.

### D. Correction of Defects

Correction of defects and Cure Period shall be in accordance with the applicable provisions of the Contract. Supplier shall not be required to correct minor imperfections or defects that do not materially impair the operation or quality of the Deliverable.



## 9. ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

This section contains assumptions specific to this engagement.

State assumptions here.

The following roles and responsibilities have been defined for this engagement:

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		<input checked="" type="checkbox"/>
Server Hardware		<input checked="" type="checkbox"/>
Server Operating		<input checked="" type="checkbox"/>
Server Network Connectivity		<input checked="" type="checkbox"/>
Relational Database Management Software (Installation and Implementation)		<input checked="" type="checkbox"/>

## 10. PERSONNEL [THIS SECTION IS OPTIONAL]

### A. Key Personnel

Supplier acknowledges and agrees that Authorized User selected Supplier, and is entering into this Statement of Work, because of the special qualifications of certain of Supplier's personnel ("Key Personnel") identified below.

[Insert names and titles of Key Personnel]

Supplier's Key Personnel shall not delegate performance of their powers and responsibilities with respect to this SOW to another Supplier employee(s) without the prior written consent of the Authorized User. Further, Supplier shall not re-assign or transfer the Key Personnel to other duties or positions such that the Key Personnel are no longer available to provide the Authorized User with their expertise, experience, judgment, and personal attention, without the Authorized User's prior written consent to such re-assignment or transfer, which Authorized User shall not unreasonably withhold. Notwithstanding the foregoing, Supplier may replace Key Personnel without Authorized User's consent in the event any Key Personnel are no longer available due to death, illness or termination of employment with Supplier.

In the event Supplier requests that the Authorized User approve a re-assignment or transfer of the Key Personnel, or if Supplier must replace Key Personnel due to death, illness or termination of employment with the Supplier, the Authorized User shall have the right to review the qualifications of and approve or disapprove the proposed replacement(s) for the Key Personnel. Any such replacement shall have substantially equivalent or better qualifications than the Key Personnel being replaced, and shall perform the Services in accordance with the warranties set forth in the Contract. Any replacement personnel approved by Authorized User shall thereafter be deemed a Key Personnel for purposes of this SOW and this SOW shall be deemed amended to include such Key Personnel.

[Use only for time and materials SOWs] Supplier shall not charge Authorized User and Authorized User shall not pay for any proposed replacement Key Personnel while such replacement acquires the necessary skills and project knowledge to proceed with the Services required hereunder; however, such period of non-charge may not exceed twenty-eight (28) calendar days, but shall last for a minimum of fourteen (14) calendar days, after which time Authorized User shall pay for such Key Personnel if Supplier demonstrates to Authorized User's satisfaction that such replacement has acquired the necessary skills and project knowledge to proceed with the Services required hereunder.



## **B. Project Manager**

Supplier shall designate one of the Key Personnel as Project Manager for providing the Services to the Authorized User. The Project Manager shall be familiar with Authorized User's business operations and objectives, and shall perform the Services in accordance with the warranties set forth in the Contract. The Project Manager will participate with Authorized User in periodic review sessions and will provide, at the Authorized User's request, detailed progress reports that identify completed tasks and the status of the remaining Services.

## **11. SECURITY REQUIREMENTS**

Provide (or reference as an Attachment) Authorized User's security requirements. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

[At a minimum, Supplier shall adhere to all of VITA's standard security requirements.]

## **12. RISK MANAGEMENT**

Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, and poor quality of deliverables.

Depending on the level of risk of this project, as assessed by the Authorized User, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk:

- i). Identification of risk factors.
- ii). Initial risk assessment.
- iii). Risk management/mitigation plan, including determination of roles and responsibilities of the Authorized User and Supplier.
- iv). Risk monitoring plan, including frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities, documentation.

## **13. REPORTING**

The following are examples of reporting requirements which may be included in the Statement of Work by the Authorized User. [Note: In an effort to help VITA monitor Supplier performance, it is strongly recommended that the Statement of Work include "Supplier Performance Assessments". These assessments may be performed at the discretion of the Authorized User and are not mandated by VITA.]

**Weekly/Bi-weekly Status Update.** The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

**Supplier Performance Self-Assessment.** Within thirty (30) days of execution of the Statement of Work, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.



**Supplier Performance Assessments.** The Authorized User may develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.

**14. POINT OF CONTACT**

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: [REDACTED]

Supplier: [REDACTED]

This Statement of Work is issued pursuant to and, upon execution, shall become an incorporated exhibit to the Contract. In the event of conflict, the following order of precedence shall apply:

- i). The Contract
- ii). This Exhibit B-☒

## EXHIBIT C – CHANGE ORDER TEMPLATE

**CONTRACT NUMBER VA-050711-FRI  
BETWEEN  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
AND  
FORRESTER RESEARCH, INC.**

This Change Order hereby modifies and is made an integral part of Exhibit C of Contract Number VA-050711-FRI (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Forrester Research, Inc. (“Supplier”).

In the event of any discrepancy between this Change Order to Exhibit C and Contract No. VA-050711-FRI, the provisions of Contract No. VA-050711-FRI shall control.

[Note: Instructions for using this template to draft a Change Order are in gray. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project.]

### CHANGE ORDER

The following item(s) is/are hereby modified as follows: [Delete sections not modified]

#### 1. PROJECT SCOPE AND REQUIREMENTS

The following is added/deleted from the project scope and requirements:

[Describe addition/deletion]

The following is changed with respect to the project scope and requirements:

From:

To:

#### 2. PROJECT EVENTS AND TASKS

The following project event(s) and/or task(s) is/are added/deleted:

[Describe addition/deletion]

The following is project event(s) and/or task(s) is/are changed:

Event/Task #1:

From:

To:

#### 3. PERIOD OF PERFORMANCE

The end of the period of performance is reduced/extended from Month/Day/Year to Month/Day/Year.

#### 4. PLACE OF PERFORMANCE

The following site(s) is/are added/removed from the place of performance:

[Describe changes to place of performance]



5. **[FOR FIXED PRICE SOW] MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS**

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Deliverable	Schedule	Payment	Retainage	Net Payment

The fixed price is **increased/decreased** from \$US **XXX** to \$US **XXX** (NTE funding limitation).

Required Deliverables are as follows: **[Provide a description of all Deliverables for this engagement.]**

6. **[FOR TIME AND MATERIALS SOW] LABOR CATEGORIES, HOURS, RATES, AND SOW PRICE**

The following table identifies the labor categories, hourly rates, not-to-exceed (NTE) number of hours, and not-to-exceed (NTE) extended price.

Labor Category	Hourly Rate (\$)	NTE # of Hours	NTE Price (\$)

This SOW **provides/does not provide** for flexibility to move dollars and hours among all labor categories identified above.

The total price for Services is **increased/decreased** from \$US **XXX** to \$US **XXX** (NTE funding limitation).

7. **PERSONNEL**

The following individual(s) is/are removed from the SOW as Key Personnel:

**[insert name(s)]**

The following individual(s) is/are added to the SOW as Key Personnel:

**[insert name(s)]**

The following individual(s) is/are removed from the SOW as Project Manager(s):

**[insert name(s)]**

The following individual(s) is/are added to the SOW as Project Manager(s):

**[insert name(s)]**

8. **POINT OF CONTACT**

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: \_\_\_\_\_

Supplier: \_\_\_\_\_

This Change Order is issued pursuant to and, upon execution, shall become an incorporated exhibit to the Contract. In the event of conflict, the following order of precedence shall apply:

- i). The Contract
- ii). Exhibit B-X, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

By signing below, both parties agree to the terms of this Exhibit.

Supplier

VITA

By: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

(Print)

(Print)

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**EXHIBIT D**  
**CONTRACT NUMBER VA-050711-FRI**  
**BETWEEN**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**  
**AND**  
**FORRESTER RESEARCH, INC.**

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-050711-FRI ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Forrester Research, Inc. ("Supplier").

In the event of any discrepancy between this Exhibit D and Contract No. VA- 050711-FRI, the provisions of Contract No. VA-050711-FRI shall control.

<u>Base Research (Required and Desired)</u>	<u>Single User (cost listed</u> <u>is per user)</u>	<u>Single User (cost listed</u> <u>is per user)</u>	<u>Annual Discount Buckets</u> <u>(e.g. 2-5 seats, 6-10 seats, 11-20 seats)</u> applies to all COVA and Public Bodies orders for a one year period as defined in the Code of Virginia <sup>†</sup>
<b>***NOTE ALL PRICES ARE FROM FORRESTER'S 2007 GSA</b>	<b>(GSA Base Price)</b>	<b>(GSA Base Price) + IFA and eVA Fees</b>	
<b>SCHEDULE***</b>			
<b>RoleView Member (Advisory Type Users)</b>	\$17,550.00	\$18,076.50	1 to 2
<b>Includes:</b> Access to all of Forrester's published research	\$14,300.00	\$14,729.00	3
Unlimited Analyst Inquiry	\$13,000.00	\$13,390.00	4
Unlimited Teleconference attendance	\$11,700.00	\$12,051.00	5 to 9
1 free event ticket per Member	\$9,100.00	\$9,373.00	10 to 24
Access to Client Resource Center	\$6,500.00	\$6,695.00	25 to 49
Access to Research Helpdesk	\$5,000.00	\$5,150.00	50 to 99
	\$3,000.00	\$3,090.00	100 to 249
	\$2,500.00	\$2,575.00	250 to 499
	\$1,500.00	\$1,545.00	500+

<b>**When Purchasing 40 Member seats (advisory type users), the cost per user is \$6,695.00, for a total of \$267,800.00**</b>	<b>\$6,500.00</b>	<b>\$6,695.00</b>	<b>40</b>
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<b>RoleView Reader (Reference Type Users)</b>	\$4,800.00	\$4,944.00	1 to 2
<i>Includes:</i> Access to all of Forrester's published research	\$3,750.00	\$3,862.50	3 to 4
Access to Client Resource Center	\$3,000.00	\$3,090.00	5 to 9
Access to Research Helpdesk	\$2,400.00	\$2,472.00	10 to 24
	\$1,650.00	\$1,699.50	25 to 49
	\$1,000.00	\$1,030.00	50 to 99
	\$750.00	\$772.50	100 to 249
	\$500.00	\$515.00	250 to 499
	\$300.00	\$309.00	500+

<b>**When Purchasing 30 Reader seats (reference type users), the cost per user is \$1,699.50, for a total of \$50,985.00**</b>	<b>\$1,650.00</b>	<b>\$1,699.50</b>	<b>30</b>
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<b>Forrester Council Seats:</b>	\$24,750.00	\$25,492.50	1
<i>Councils Include:</i>	\$48,100.00 (total)	\$49,543.00	3
The CIO Group	\$64,133.33 (total)	\$66,057.33	4
Application Development Council			
IT Operations Management Council			
Security and Risk Management Council			
Enterprise Architecture Council			
Analyst Relations Council			
The CMO Group			
Technology Marketing Executive Council			
Interactive Marketing Council			
Database Marketing Council			

<b>**When Purchasing 4 Council seats (Executive User Seats) the cost is a total of \$66,057.33**</b>	<b>\$64,133.33 (total)</b>	<b>\$66,057.33</b>	<b>4</b>
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**Onsite User Training:**

**No Charge**

Provided on site by Account Team based in McLean, VA office

**\* Prices listed are for one year. All prices can be prorated**

<sup>†</sup> Seats purchased by all Authorized Users through this Contract during each year of the Contract will be aggregated for purposes of determining the applicability of the volume discounts (i.e. when a total of 25 Member seats have been purchased during a year under the Contract, whether by one or multiple Authorized Users, each additional Member seat purchased during such year will cost \$6,695.00 until the next threshold is reached, etc.).

## EXHIBIT E: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:



Printed Name:

Charles Ruttan

Organization:

Farrar-Person

Date:

5/8/07